

DEPARTMENT: Public Works

By: Bruce A. Atkinson

Phone: 966-5356

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes\_\_\_ No X)

Approve the three (3) attached AGREEMENT(s) FOR APPRAISAL SERVICES between the County of Mariposa and The Thomas Wilkins Company, of Merced California, for appraisal services associated with the East Westfall and Hirsch Road Reconstruction Projects, and Humbug Creek Bridge Replacement on Indian Peak Road; and authorize the Director of Public Works to sign said Agreements on behalf of the County of Mariposa. This action will allow commencement of appraisal work on the properties affected by the above-noted projects.

All three projects are important public safety improvements and the Hirsch and Indian Peak Road Projects are identified in the Regional Transportation Improvement Program (R.T.I.P.) as high priorities. Federal (H.E.S.) funding is available for the Indian Peak Road Project.

The Wilkins Company is the only Caltrans-certified appraiser available at this time within a reasonable distance of Mariposa County. Public Works has hired them on previous projects and found them to be competent and reasonable.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

On November 23, 1993, the Board adopted the R.T.I.P. In the past, the Board has authorized the Director of Public Works to sign such agreements on their behalf.

Environmental clearances were recently obtained on all three projects.

**LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Reject the Agreements and direct that the Public Works Department solicit additional proposals for the required work. This action would delay the projects. A lower cost appraisal would not be likely.
2. Approve the Agreements and authorize execution by the Chairman of the Board.
3. Reject the Agreements and cancel the projects.

<b>COSTS:</b> ( ) Not Applicable	
A. Budgeted current FY	\$ 14,000 *
B. Total anticipated costs	\$ 6,000
C. Required additional funding	\$ 6,000
D. Internal transfers	\$ 6,000
<b>SOURCE:</b> ( ) 4/5th Vote Required	
A. Unanticipated revenues	\$ _____
B. Reserve for contingencies	\$ _____
C. Source description: Road Fund	_____
Balance in Reserve Contingencies,	_____
if approved: \$	_____

\* This amount has been exceeded this Fiscal Year, primarily due to the Hayward Road Project. Funding is available within other line items of the Road Budget.

**SPECIAL INSTRUCTIONS:**  
List the attachments and number the pages consecutively:

1. (3) AGREEMENT(s) FOR APPRAISAL SERVICES:

1.1. Hirsch Road Project No. 90-11

1.2. Indian Peak Road Project No. 92-25

1.3. East Westfall Road Project No. 93-08

2. REAL ESTATE APPRAISAL GUIDE

3. Proposal for work from The Thomas Wilkins Company

**CLERK'S USE ONLY**

Res. No.: 95-127

Ord. No. \_\_\_\_\_

Vote - Ayes: four

Noes: ERICKSON

Absent: \_\_\_\_\_

Abstained: \_\_\_\_\_

Approved

Denied

Minute Order Attached

No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: \_\_\_\_\_

ATTEST: MARGIE WILLIAMS, Clerk of the Board  
County of Mariposa, State of California

By: \_\_\_\_\_  
Deputy

**ADMINISTRATIVE OFFICER'S RECOMMENDATION:**

This item on agenda as:

- Recommended
- Not Recommended
- For Policy Determination
- Submitted with Comment
- Returned for Further Action

Comment: \_\_\_\_\_

A.O. Initials: W

COUNTY OF  
MARIPOSA

BUDGET ACTION FORM

DEPT/DIV: Public Works

CONTACT: Michael D. Edwards

DATE: April 13, 1994

PHONE: 966-5356

ACTION REQUESTED: (Check All That Apply)

- Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the County Budget, or in any one fund of the budget, or appropriating Reserve for Contingencies;
- Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriation from one budget to another, or between categories within a budget unit;
- Transfer by Administrator: Moving existing appropriations within a single budget category between line items (i.e. services and supplies, etc.);
- Transfer by Auditor: Moving salaries between line items to accomodate variances internal to salaries; OR transfers within the County budget under \$50.00 to accomodate minor variations from the budget.

<u>FUND/DEPT/ACCT NO.</u>	<u>LINE ITEM DESCRIPTION</u>	<u>AMOUNT (FROM)/TO</u>
002-0301-581-0436	S.D./Services	(\$6,000)
002-0301-581-0568	Right of Way	\$6,000

Justification: See attached Board Agenda

Department Head Signature: *M. D. Edwards* Date: 4/13/94

Approved By: Res. No. 94-127 Clerk: rows Date: 4-19-94

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Auditor: *Carol Ogens* Date: 4/13/94

AUDITOR'S USE ONLY:

Description: \_\_\_\_\_ Transfer No.: \_\_\_\_\_

\_\_\_\_\_ B.R. No.: \_\_\_\_\_

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

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TO: MIKE EDWARDS, Public Works Director  
FROM: MARGIE WILLIAMS, Clerk of the Board *MW*  
SUBJECT: Agreement For Appraisal Services With  
Thomas Wilkins Company Re East Westfall,  
Hirsch Road Reconstruction Projects, And  
Humbug Creek Bridge Replacement On Indian  
Peak Road  
Resolution Number 94-127

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THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,  
ADOPTED THIS Order on April 19, 1994

ACTION AND VOTE:

**9:20 a.m.** Mike Edwards, Public Works Director;  
Resolution Authorizing Public Works Director to Sign  
Agreements for Appraisal Services with The Thomas Wilkins  
Company, for Appraisal Services Associated with the East  
Westfall and Hirsch Road Reconstruction Projects, and Humbug  
Creek Bridge Replacement on Indian Peak Road; and  
Transferring Funds (\$6,000)  
**BOARD ACTION:** (M)Taber, (S)Balmain, Res. 94-127 adopted.  
Discussion was held. Supervisor Erickson suggested the  
department process for prioritizing road improvements should  
be brought back for discussion with the Board. Ayes:  
Baggett, Balmain, Parker, Taber; Noes: Erickson.

cc: Ken Hawkins, Auditor  
Jeffrey G. Green, County Counsel  
File

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT is made and entered into this 19th day of April, 1994, by and between the County of Mariposa, by its designated agent, the Mariposa County Department of Public Works, (hereinafter referred to as "County") and The Thomas Wilkins Company (hereinafter referred to as "Appraiser").

WHEREAS, the County is undertaking a project for possible acquisition of fee simple rights-of-way from two parcels for a proposed road reconstruction projects along the County Road known as Hirsch Road; and

WHEREAS, Appraiser represents that it possesses the professional skills to provide appraisal services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. Scope of Services. The Appraiser shall furnish the following services:

A written appraisal based upon REAL ESTATE APPRAISAL REPORT GUIDE FOR PRENEGOTIATION (LOCAL AGENCY) APPRAISAL, dated May 3, 1988, on the following two parcels:

APN 015-270-002	2545 East Westfall Road	Mitchell
APN 015-270-007	2610 East Westfall Road	Woupio

No additional services shall be performed by Appraiser unless approved in advance, in writing, by the County, stating the dollar value of the services, the method of payment, and any adjustment in contract time.

All such services are to be coordinated with County and the results of the work shall be monitored by the Mariposa County Public

Works Director or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Appraiser.

2. Time of Performance. All of the work outlined in the Scope of Services shall be completed twenty eight (28) calendar days from the date of written notice to proceed.

3. Compensation. For services rendered under this agreement, County shall pay Appraiser the not to exceed sum of two thousand dollars (\$2,000.00).

4. Method of Payment. Compensation to Appraiser shall be paid by the County upon satisfactory completion of the services and upon submission by Appraiser of an invoice delineating the services performed.

5. Records. It is understood and agreed that all records, files, reports, etc., in possession of the Appraiser relating to the matters covered by this agreement shall be available to the County, and Appraiser hereby agrees to deliver copies to the County upon request.

6. Indemnity. It is expressly understood that Appraiser is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the County.

Appraiser shall save and hold County harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of its employees during performance of this agreement.

Appraiser shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Appraiser desire any insurance protection, the Appraiser is to acquire same at its expense.

7. Assignability of Contract. It is understood and agreed that this agreement contemplates personal performance by the Appraiser and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Appraiser under this agreement will be permitted only with the express written consent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the date first above written.

ATTEST:

MARIPOSA COUNTY DEPARTMENT OF  
PUBLIC WORKS

BY: Bruce A. Atkinson  
Bruce A. Atkinson  
Right-of-Way Agent

BY: Michael D. Edwards  
Michael D. Edwards  
Public Works Director

APPROVED AS TO FORM:

THE THOMAS WILKINS COMPANY:

BY: Jeffrey G. Green  
Jeffrey G. Green  
County Counsel

BY: Thomas J. Wilkins  
Thomas J. Wilkins, MAI  
Appraiser

ACCOUNT DATA:

Address: 732 West 18th St

Account No. 002-0301-581-0436

Merced, CA 95340

Project No. 93-08

Phone No. 209-722-9600

VERIFIED BY:

77-0140226  
Taxpayer I.D. Number

Ginny Estep  
Ginny Estep  
Fiscal Division

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WHEREAS, Appraiser represents that it possesses the professional skills to provide appraisal services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. Scope of Services. The Appraiser shall furnish the following services:

Written appraisals based upon **REAL ESTATE APPRAISAL REPORT GUIDE FOR PRENEGOTIATION (LOCAL AGENCY) APPRAISAL**, dated May 3, 1988, on the following two parcels:

**APN 017-160-067      4352 Indian Peak Road      Bower**

**APN 017-160-068      4352 Indian Peak Road      Bower**

No additional services shall be performed by Appraiser unless approved in advance, in writing, by the County, stating the dollar value of the services, the method of payment, and any adjustment in contract time.

All such services are to be coordinated with County and the results of the work shall be monitored by the Mariposa County Public



Works Director or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Appraiser.

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6. Indemnity. It is expressly understood that Appraiser is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the County.

Appraiser shall save and hold County harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of its employees during performance of this agreement.

Appraiser shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Appraiser desire any insurance protection, the Appraiser is to acquire same at its expense.

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Public Works Director

APPROVED AS TO FORM:

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BY: Jeffrey E. Green  
Jeffrey E. Green  
County Counsel

BY: Thomas J. Wilkins  
Thomas J. Wilkins, MAI  
Appraiser

ACCOUNT DATA:

Account No. 002-0301-581-0436

Project No. 92-25

Address: 732 West 18th St

Merced, CA 95340

Phone No. 209-722-9600

77-0140226  
Taxpayer I.D. Number

VERIFIED BY:

Ginny Estep  
Ginny Estep  
Fiscal Division

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Written appraisals based upon **REAL ESTATE APPRAISAL REPORT GUIDE FOR PRENEGOTIATION (LOCAL AGENCY) APPRAISAL**, dated May 3, 1988, on the following two parcels:

APN 017-350-007	4482 Hirsch Road	Asbury
APN 017-480-035	4506 Hirsch Road	Worley

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